THE CHRONICLE.

D. F. WRIGHT, M. D., Editor.

Clarksville, Tenn., Nov. 1, 1879.

TERMS: $2.00 IN ADVANCE.

WHO ARE THE REVOLUTIONISTS.

In virtue of the proceedings in the extra session, the Republicans are incessant in charging the Democratic party with intending to subvert the government if they gain predominance in the National councils, and of bringing about, by political chicanery, the revolution which they failed to effect by war. No one, who takes up a Radical speech or a Radical newspaper now, can fail to meet this charge eagerly pressed against us.

It is absolutely false; the Democratic party not only accepts the Constitution as it stands with all the amendments, but demands it as it stands, while the Republicans are dissatisfied with it, being unable to reconcile their demands with its provisions. We demonstrated last week how completely at war with the letter and spirit of the Constitution were the Davenport laws, about which the main controversy now exists between the parties. We made it clear, we think, in that paper that the tenor of the Constitution, as interpreted by eighty years practice, was to the effect that the States and not the Federal Government were the lawful depositories of the duty of superintending election, but, nevertheless, these laws were based upon the principles of extorting that whole power from the State government, and monopolizing it by Federal officers; nor is this a solitary instance: Mr. Thad Stevens, while he was the ruling power in Congress, openly boasted that the legislation from 1865 to 1870 was outside the Constitution. Thus the civil rights bill is now coming before the Supreme Court, and many of its provisions have been set aside as null and void because at variance with the Constitution; and the leaders of the Republican party have never relinquished the claim so to legislate, though the exercise of it has to be suspended, since the majority has swayed to the Democratic side. The whole tenor of their speaking and writing goes to show that they are ready to resume their extra-constitutional legislation whenever they can reverse that balance, and one of their organs, the Lemars Sentinel (Iowa), openly avows that the concentrated government, which they want to establish under Grant, can only be set on foot by a total abolition of the present Constitution with its State lines, its Senate equally apportioned among the States, and its election of President by States whenever that election is thrown into the House. In these opinions the Sentinel claims that the stalwart leaders are with it, and it claims no more than the truth; for the speeches of Chandler, Robeson, etc., have this meaning or none, and the Radical press follows suit every day. We repel, then, the Republican accusation of us as revolutionists; we not only repel it but retort it on our accusers. They are the revolutionists! They are the enemies to the Constitution, whose wise restraints are incompatible with their disorganizing purposes. We, on the hand, stand on the Constitution as it is, and demand it in its integrity as the inviolable charter of the nation's freedom.

THE COUNTY COURT.

The proceedings of the County Court at its adjourned meeting, held last Monday, have been looked for with unusual interest, and we have taken unusual pains to have them duly reported. Everybody was anxious that the Judge's bond should be settled upon a sound, legal basis, and was prepared to be satisfied with such a settlement.

Unfortunately the method adopted in settling it was not such as to satisfy this expectation. Legal opinion was taken by the committee, but, strange to say, not produced in court, and when the question was decided it was pronounced against four members out of the five who constituted the committee, and who alone had read the legal opinions on which the decision ought to have been based. What we claim is, not that the decision of the court was a wrong one, but that the public had no evidence and even the court had no evidence that it was a right one.

The method adopted seemed to us to be at variance with all parliamentary usage. Two conflicting reports being sent in by the committee, it was determined that first the minority should be acted upon and then the majority report, the unprecedented principle being assumed from the first that the receiving of one or the other of them necessarily included the decision of the question at issue, according to the recommendation of that committee which was accepted. The minority report (signed by one committeeman alone) was brought up for acceptance, and, after a long desultory discussion, its acceptance was voted, and this was held to exclude the consideration of the majority report on the ground that the acceptance of the other carried with it the adoption of its advice in all respects. The result is that the advice of four-fifths of the committee, as given in the majority report, was never considered at all, nor yet the legal advice on which it was grounded.

The correct method, it seems to us, would have been to accept both as a preliminary, and then determine how far the advice of either should be taken. The subjects might well have been taken successively—first the conditions of the bond, and then its amount; and a conclusion might so have been arrived at satisfactory to all parties.

Another obstacle to the judicial decision of the question, was the intense personal feeling brought into it by Judge Tyler at both the meetings. This ought to have been entirely excluded. Those who differed with him were throughout very careful to guard against anything personally irritating or anything personal in any sense, (we speak especially of Esquires Read and Bailey,) as was right, for it was in no respect a personal question which was before the court, but one simply of the interpretation of the law, and if anything outside had been said offensive to the Judge, that was not the place to speak of it. The question was of establishing a rule which should be applicable to all Judges, and not especially to Judge Tyler. The result was a partisan feeling introduced which still further rendered a judiciary decision impossible. What is to be the practice in this county is settled; what the law is remains to be seen, that question was not even brought before the Court.

But a circumstance occurred on the subsequent motion, which surprised and grieved us much more than what we have so far commented upon. It was Judge Tyler's assertion that the united South is opposed to the payment of United States bonds, and would repudiate them if it had the power, in which sentiment the Judge announced his hearty concurrence. We deny the assertion altogether, and deplore its expression from one occupying Judge Tyler's position. We will not trust ourselves to comment further upon the matter, but yet hope that Judge Tyler will reconsider his opinion and take some opportunity of modifying it in public.

Adjourned Meeting of the County Court.

It will be remembered that at the regular meeting of the County court, which took place on Monday, the 6th inst., the Court adjourned to Monday, the 27th, to hear the report of a committee appointed on the former date to enquire into the amount and conditions of a bond to be signed by the Judge as financial agent of the County. Court met according to adjournment. Some routine matters were soon disposed of and the bond was the order of the day.

Judge Tyler said that he thought it proper, under the peculiar circumstances of the business, that he should vacate the chair, and accordingly requested S. Caldwell, Esq., to preside in his place, which was done.

Upon the committee being called upon for its report, it was found that there were two, a majority and a minority report. The majority report was brought up by I. P. Howard, Esq., chairman, and read by the Clerk of the Court.

The report in substance set forth that after taking the best legal counsel attainable by them and giving their own minds to the subject, their interpretation of the act of the assembly of March 7th, 1879, was "that County Courts should require of their Chairmen or Judges a bond sufficient in amount to not only enforce the performance of certain legal duties, and the protection of books, papers, etc., but also to cover the entire amount of County monies, bonds or other convertible securities subject to their check and order, or otherwise under their sole control." They stated the amount of such funds, now subject to the order of the County Judge, to be as follows.

In Bank of Clarksville,	$ 2,385 09
In Franklin Bank,	13,596 85
In Northern Bank,	32,811 34
In all	$48,793 28

Besides these funds in currency, they reported in the Northern Bank 133 Tennessee bonds of one thousand dollars each; estimating these at worth about 25 cents on the dollar, their aggregate value would be $33,250, which added to the above sum, raises the funds current and convertible, subject to the Judge's order, to $82,043.

The committee believe, however, that a bond of $50,000 will be satisfactory to the tax payers, or the great majority of them, and accordingly recommend that sum.

In making this report the committee desire to record in the fullest terms their confidence in the integrity and capability of the Hon. Judge Tyler, and their friendly feelings for him.

This report is signed by Esquires I. P. Howard, Chairman; J. N. Blackford, R. D. Read, and G. H. Slaughter.

The minority report was brought up by Griffin Orgain, Esq., and signed by him only.

It contends that the Court can require of the County Judge only bond for the purposes expressed in sections 421 and 422 of the code, and that these refer simply to the taking care of the books and papers of the county, and accounting with its financial officers. It is denied that the word, "property," as used in this law, is meant to include monies and convertible securities subject to the order of the Judge; if it did, the anomaly would occur of requiring in one section a bond from the County Judge to cover the bonds, etc., in his hands, and the other of authorizing him to appoint an agent to take care of the same property of whom no bond is required.

The Court is reminded by the committee that the action of this day will not only fix the amount of security to be required of Judge Tyler at this time, but will be a precedent for all future transactions of the sort, and recommended on that consideration to "go slow;" that in future not only a Criminal Judge but a Chairman of the County Court may be called on to give such bonds, the engrossing occupations of the Judge not enabling him to perform the functions of financial agent. When this is the case the office of presiding magistrate will only be accessible to rich men or their connections, poor men being excluded from the office by the excessive bond required; and most of the remaining report is occupied with declamation on the hardship to which the poorer office-seeker will be so subjected.

It seemed strange to us that the written opinions of the lawyers, who had been consulted by the committee, were not read in court, though two of them were handed in with the report and the other announced forthcoming if required; the Court was left to infer that the substance of them was embodied in the two conflicting reports.

The chairman announced that the first thing in order was the reading of the minority report and its disposal, for which purpose Griffin Orgain, Esq., had the floor.

Mr. Orgain yielded the floor to Judge Tyler.

[We are very anxious to give the substance of Judge Tyler's address correctly, but distrust our ability to do so. He spoke very rapidly and excitedly, and even a skilled stenographer would have found it difficult to follow him.]

Judge Tyler commenced by saying he could in no way be induced to sign the bond proposed by the committee, considering it both illegal and unjust, and announced himself prepared for the alternative of having his office declared vacant by the Quarterly Court, and so bringing the matter before the Supreme Court of the State. He maintained that the bond which had been accepted by the Court, at the meeting of Oct. 2d, was expressed in the very words of the ordinance of 1879, and that the Court had no right to demand any other; that the word, property, in that ordinance, could only refer to real property, books, etc., and did not include monies and bonds subject to the check of the Judge. He pointed out that the bond he was called upon to sign would render him liable for funds which the County Trustee might collect or which might remain in his hands seven years without coming under the Judges control, and any defalcation on the part of that officer might thus fall upon the bondsmen of the County Judge instead of those of the defaulting officer. He then read letters he had received from a large number of counties describing the bonds given by the County Judges of each, commencing with Davidson county in the case of which the Judge gives a bond expressed in exactly the same terms as that which was accepted by the Court at the last meeting. Several other counties were shown to be satisfied with a bond averaging $500, and the conditions of these bonds where given, were the same. Finally the Judge pointed out that a bond, such as the majority report demanded, while it secured things not contemplated in the act, failed to secure those which were, these things not being mentioned in the drafts for that bond. The Judge then reiterated his purpose not to sign such a bond as was demanded by the majority report, and sat down.

J. N. Blackford, Esq., said that the form and amount of bond recommended by the committee had been resolved upon by all members of that committee, exceept one, after having consulted with some of the best lawyers in town, and that some attention was due to their advice as well as that of Judge Tyler. He contended that property was properly understood to include money, bonds or any other funds, and that the Judge had uncontroled disposal of these was proved by the fact that he had, since the last meeting, transferred a portion of them, amounting to $10,000, from one bank to another; nor did he make any distinction between bonds and money, as these bonds were convertible securities and will be received in all banks as money. All these he considered could be secured to the full amount. He declared himself prepared to meet the Judge as peremtorily as he stood out himself, and was in favor of a bond such as recommended by the majority report, and, in case of the Judge's refusal to sign it, would move that the office be declared vacant.

After this the debate was very desultory, and a large portion of it irrelavant, we were able, however, to catch some points bearing upon the merits of the question.

W. S. Mallory, Esq., explained the minority report to mean that the Court having once accepted the bond at last meeting, could not reverse its action so as to render that acceptance void for the purpose of taking a new one.

W. K. Cummins, Esq., replied that the bond had not been accepted; that he himself had objected to its acceptance at the last meeting, and that the acceptance of the report which recommended that form of bond was not an acceptance of the bond. [We understood him to say that the bond was not even yet signed and that it could not be considered as accepted until signed.]

R. McFall, Esq., spoke to the same effect and asked: "If the bond is already accepted, what did we appoint the committee for, and what are we here for now?"

Esquires R. D. Read and C. D. Bailey both confirmed the position that the bond offered at the last meeting had not been accepted by the Court, and that the court is now free to fix both the conditions and the amount of the bond.

After a protracted conversation the vote was put and the report of the minority accepted.

C. D. Bailey, Esq., now offered a resolution that, Whereas a large sum of money is now lying unproductive to the credit of the County, and, the building season being nearly over, not much of that money will be needed for paying contracts this winter, therefore, reserving a sum sufficient to meet immediate expenses, the rest should be invested in United States bonds until required.

Judge Tyler now again took the floor. He objected to the investment of county funds in United States bonds for several reasons. It is true, he said, that Government bonds can be at all times readily converted into money; the value of these bonds is always fluctuating and may be less when the money is wanted than it is now. Moreover the interest on United States bonds is only four per cent., and the county is now paying interest on its own bonds at six. It would therefore be better for the county to retire its own bonds than to buy the bonds of the Federal Government. But he was opposed to either measure, because if the money was locked up in investments the county would not be able to meet its building contracts when they became due, and would so be involved in litigation and loss. But, apart from all these considerations, he said he was opposed to the county's taking United States bonds. These bonds, he said, were given to defray the expenses of the subjugation of the South, and the united South was opposed to their recognition, and, if ever the time should come when the South had her due weights in the councils of the nation, *those bonds would and ought to be repudiated*, and he would give his vote for doing so.

Those words were said with great energy and excitement and were followed by a dead silence, astonishment being expressed on every countenance.

Esquire Bailey's resolution was then withdrawn for want of a second and Court adjourned.

New Paper.

We welcome with much pleasure the accession to our exchange list of the Guthrie Gazette, edited by Mr. Frank M. Duffy. This gentleman is not new in the occupation of journalism, and begins on the Gazette as if he meant it to be a popular paper, which, judging from this first number, it well deserves to be. He defines his political principle thusly:

I am a Democrat of the stock that dates beyond the 8 by 7 days of Blackburn and Lamar. I was for Tilden in 1874, I was for him in 1876, and I am for him in 1880. He is the living embodiment of common sense—the best platform any man ever stood on. He may be "the last of the Mohicans," and when he dies the people will lose the grandest old man who has been in public life since the days of "Old Hickory," the Iron-will of Tennessee.

He manfully cries up Guthrie for a good place to live at, and informs us that it has a Mayor, City Attorney, Police Judge and Town Marshal, which we did not know before. We confess that, hitherto, when we have been left over at Guthrie, our first thought has been, how we were to get away from it again by the quickest possible route, but henceforth, when that thing happens, we expect to hunt the Gazette and its editor, the Mayor, City Attorney, Police Judge and Town Marshal, and, if we don't have a good time among them, then we expect to give up Guthrie for good. Success to the Gazette. Guthrie needed such a journal, and, we think, has found the right man to take care of it.

Capt. Crusman for Mayor.

We did not doubt that Capt. Crusman's reluctance would yield to the almost universal wish of his fellow-citizens, and are satisfied that, though he accepted the nomination unwillingly, he will, when elected, devote the energies of his whole mind to the duties of the office. We will not indulge in common place eulogy, of which we might easily write a column, but will simply say, what every one believes, that the people of Clarksville have agreed to put the right man in the right place. And now comes the next duty, that of nominating a thorough business man in every ward for Alderman; not a man who needs the office, but one whom the office needs. A good Mayor can do but little without an efficient City Council, and what the city wants is a Board of Mayor and Aldermen who mean business and know how to do it.

Capt. Crusman's Acceptance.

Editors Chronicle:

I have deferred responding to the numerous and urgent calls that have been made through prints and in person by my friends, hoping that some one might be selected as their candidate whose capacity and inclinations seem more in accord with the duties of public position, but appreciating the motive and the compliment implied by such a call as was published by you, I cannot longer resist their appeals, and defer giving them a definite answer, and now authorize you to announce that I am a candidate for the office of Mayor at the next election.

I would be wanting in candor if I did not also in this connection respond directly to the very handsamely worded call of the colored voters in last week's CHRONICLE, and say to them that this was indeed a most agreeable surprise. Aside from the personal compliment, I feel that the enunciation of such sentiments by so large a number of our most intelligent and influential colored voters is worthy of the highest commendation, and will, I hope, be adhered to by them in all future local elections; and, indeed, for any office in the gift of the people they could not select a more elevated standard from which to choose their candidates than that of "honesty and capacity."

Thanking my friends of all classes for their many kindly expressions, I can only hope to prevent disappointment to them by an earnest effort to fulfil the duties of the office, if elected. Truly yours,

J. J. CRUSMAN.

Hymeneal.

We attended at the Christian Church, by express invitation of the bride in person, the nuptial ceremony which united in wedlock Miss Kate Billingsley, of this city, with Mr. J. T. Randle, of Todd county, Ky. Mr. Randle is highly spoken of by all who know him, but we grudge him the possession of the fascinating girl whom he has taken away from us. Miss Kate is rich in all personal attractions, which are enhanced by a culture which places her among the brightest of Clarksville's daughters. We bid her farewell with heartfelt wishes for her happiness.

THE Humboldt Argus has been placed under the editorial direction of the veteran journalist, W. W. Gates, known in the profession for fifty years as an able and fearless assertor of his principles. Our venerable confrere is rather sick of politics and politicians; at least, so we gather from his salutatory, which closes in this fashion:

Whilst I expect, on all proper occasions, to give my views on political issues, as they come up, the political field has no charms for me now. I intend to devote most of my labors to building up the interest, prosperity and happiness of the people among whom I live, and let professional, office-seeking politicians take care of themselves. I have served them long enough and found out that they are deceitful above all things and desperately tricky.

W. W. GATES.

LETTER HEADS, bill heads, and office stationery of every description, printed in the neatest manner at the lowest prices, at the CHRONICLE Job Office, and put up in tablet form without extra charge.

Another Reception at the University.

We learn that another public Reception will be given at the Cabinet building of the University, next Friday evening, Nov. 7, to which all are most cordially invited. Let our people in general attend. Those who were present at the last reunion will only need to be informed when the next takes place, for they will be sure to be there. Next Friday night at 7 o'clock.

Good Advice.

The current number of the Nashville Christian Advocate contains this editorial paragraph:

The pastor can do no better work for his people than to put good reading into their hands. In vain may be given them sound doctrine from the pulpit on Sunday if they saturate their minds with pruriency and trash all the week. Can he be called a faithful shepherd who is indifferent as to the moral tendency of what is read by his flock?

Chancery Sales

FOR

Friday, Nov. 28, '79.

John T. Johnson and wife vs. Washington Small and Spencer Gill.

Pursuant to a decree of the Chancery Court at Clarksville, in the above cause, at its July term, 1879, I will sell at public auction, to the highest bidder, at the office door of the Clerk and Master, on

Friday, November 28th, 1879,

62¾ acres of land in District No. 6 of Montgomery county, Tenn., bounded as follows: Beginning at a white oak in Collief's line and runs thence north 47 poles to a dogwood, Dunlop's corner; thence east with the Clarksville and Port Royal road 219 poles to a stake in Jo. F. Ligon's line; thence south 53 poles to a dogwood in Ligon's line; thence west 218¾ poles to the beginning.

TERMS—Six and twelve months credit with interest. Notes with good security and lien retained. No redemption.

POLK G. JOHNSON,
C. & M. and Commissioner.
Nov. 1, 1879-4t-prf$7.50

Polk G. Johnson, C. and M., vs. D. K. Mason.

Pursuant to a decree in this cause, at the July term, 1879, of the Chancery Court at Clarksville, I will sell at public auction, to the highest bidder, at the office door of the Clerk and Master, on

Friday, November 28th, 1879,

Lot No. 14 in the division of the lands in the cause of D. C. Landon and wife vs. John Duke et als., in the Chancery Court at Clarksville, containing 15¾ acres, being same bought by D. K. Mason at a sale of said land by W. T. Shackelford, former Clk.

TERMS—Twelve months credit with interest. Note with good security and lien retained. No redemption.

POLK G. JOHNSON,
C. & M. and Commissioner.
Nov. 1, 1879-4tprf$6 25

John S. Neblett vs. Angie Orgain.

Pursuant to a decree of the Chancery Court at Clarksville in this cause, at its July term, 1879, I will sell at public auction, to the highest bidder, at the office door of the Clerk and Master, on

Friday, November 28th, 1879,

a tract of land in Civil District No. 17 of Montgomery county, Tenn., on the waters of How creek, being same sold to Wm. M. Orgain by Robert Edmondson as per title bond of Record Book No. 9, page 148, in Register's office.

TERMS—One-third cash, balance on credit of six and twelve months with interest. Notes with good security and lien retained. No redemption.

POLK G. JOHNSON,
C. & M. and Commissioner.
Nov. 1, 1879-4tprf$6 25

Thomas Herndon et als. vs. Edmond Parrish.

Pursuant to a decree of the Chancery Court at Clarksville, at the July term, 1879, I will sell at public auction, to the highest bidder, at the office door of the Clerk and Master, on

Friday, November 28th, 1879,

43¾ acres, more or less, of land in District No. 4 of Montgomery county, Tenn., being the northern half of the following described land:

Beginning at the southeast corner of widow's dower, runs along Poindexter's line south 43¾ poles to a small dogwood; thence west 332 poles to a black jack in Overton's line; thence along his line north 43 1-8 poles to southwest corner of the dower tract; thence along the dower east 332 poles to the beginning, the whole containing 89¾ acres, more or less.

TERMS—Six and twelve months credit with interest. Notes with good security and lien retained. No redemption.

POLK G. JOHNSON,
C. & M. and Commissioner.
Nov. 1, 1879-4tprf$7 50.

H. C. Merritt vs. Mary McBee and others.

Pursuant to a decree of the Chancery Court at Clarksville, at its July term, 1879, I will sell at public auction, to the highest bidder, at the office door of the Clerk and Master, on

Friday, November 28th, 1879,

a HOUSE AND LOT in District No. 12 of Montgomery county, near the corporate limits of Clarksville, and bounded as follows:

On the north by Nelson Duke and wife; east by the property of Dunlop; south by College street, and west by John F. Couts, fronting on College street 123 feet and running back 150 feet.

TERMS—Six and twelve months credit with interest. Notes with good security and lien retained. No redemption.

POLK G. JOHNSON,
C. & M. and Commissioner.
Nov. 1, 1879-4tprf$7 50.

J. J. Massie and wife vs. G. H. Jordan et als.

Pursuant to a decree of the Chancery Court at Clarksville, at its July term, 1879 I will sell at public auction, to the highest bidder, at the office door of the Clerk and Master, on

Friday, November 28th, 1879,

the following property:

112 acres of land, more or less, just opposite the mouth of Red River, and being same conveyed by H. A. Cole to Miss Maria Patillo, and the same upon which she resided previous to her death.

160 acres adjoining the above, being a part of what is known as the "Hurst tract," next to Raybourns and Schrodt's shop, being part of tract bought of Hart & Kennedy.

Also two-sixth undivided interest in the Jordan tract of land on Yellow Creek.

A plat will be exhibited on day of sale.

TERMS—One-fourth cash, balance on credit of one and two years with interest. Notes with good security and lien retained.

POLK G. JOHNSON,
C. & M., and Commissioner.
Nov. 1, 1879-4tprf$7 50

For Sale.

I have a house and lot, and three vacant lots, containing four acres each, which I wish to sell. They are situated on the turnpike near the upper Red River bridge. For particulars apply to J. T. MOORE.
Nov. 1, 1879-3t

A NEW HOUSE
FOR RENT.

We have an excellent frame house (nearly completed), with seven rooms, which we will either sell or rent. It is on Base Ball Hill, and will be ready for occupation on 1st December. There is a large cistern within four feet of the back porch, also stable, coal house, etc. on the premises. There is not a more comfortable house anywhere.

SMITH & LURTON.
Nov. 1, 1879-4t

Farm of 65 Acres
FOR SALE.

On Tuesday, Nov. 18, 1879,

I will offer my farm and residence, situated 2½ miles from the city on the hill this side of the Seven Mile Ferry, for sale, on the premises, to the highest bidder. The place was formerly known as the property of Capt. W. S. Moore, and contains 65 acres of good rich land, 15 acres in good timber, 2 acres of select fruit trees, and 15½ acres of fine grape vines. The dwelling contains 4 large rooms, 2 halls and a basement. On the place is one good cabin with 2 large rooms, a No. 1 stable with four stalls, buggy house, large ice house, 2 good cisterns, and a never failing spring.

I will also sell, at the same time and place, all of my stock, consisting of 2 mules, 1 good buggy horse, cows, hogs, buggy, wagon, harness, household and kitchen furniture, and many other things too numerous to mention. Terms, reasonable—will be made known on day of sale.

MRS. H. E. JOHNSON.
Nov. 1, 1879-3t